

*Also attached  
10121-EF*

CRAVATH, SWAINE & MOORE

ONE CHASE MANHATTAN PLAZA

NEW YORK, N.Y. 10005

212 HANOVER 2-3000

TELEX

RCA 233663

WUD 125547

WUI 620976

No. *3-159A433*

Date *JUN 8 1979*

Fee *\$10.00*

ICC Washington, D. C.

MAURICE T. MOORE  
BRUCE BROMLEY  
WILLIAM B. MARSHALL  
RALPH L. McAFEE  
ROYALL VICTOR  
ALLEN H. MERRILL  
HENRY W. DE KOSMIAN  
ALLEN F. MAULSBY  
STEWART R. BROSS, JR.  
HENRY P. RIORDAN  
JOHN R. HUPPER  
SAMUEL C. BUTLER  
WILLIAM J. SCHRENK, JR.  
BENJAMIN F. CRANE  
FRANCIS F. RANDOLPH, JR.  
JOHN F. HUNT  
GEORGE J. GILLESPIE, III  
RICHARD S. SIMMONS  
WAYNE E. CHAPMAN  
THOMAS D. BARR  
MELVIN L. BEDRICK  
GEORGE T. LOWY  
ROBERT ROSENMAN

JAMES H. DUFFY  
ALAN J. HRUSKA  
JOHN E. YOUNG  
JAMES M. EDWARDS  
DAVID G. ORMSBY  
DAVID L. SCHWARTZ  
RICHARD J. HIEGEL  
FREDERICK A. O. SCHWARZ, JR.  
CHRISTINE BESHAR  
ROBERT S. RIFKIND  
DAVID O. BROWNWOOD  
PAUL M. DODYK  
RICHARD M. ALLEN  
THOMAS R. BROME  
ROBERT D. JOFFE  
ROBERT F. MULLEN  
ALLEN FINKELSON  
RONALD S. ROLF  
JOSEPH R. SAHID  
PAUL C. SAUNDERS  
MARTIN L. SENZEL  
DOUGLAS D. BROADWATER  
ALAN C. STEPHENSON

RECORDATION NO. *10121-D* Filed 1425

JUN 8 1979 - 1 30 PM

INTERSTATE COMMERCE COMMISSION

COUNSEL  
ROSWELL L. GILPATRICK  
ALBERT R. CONNELLY  
FRANK H. DETWEILER  
GEORGE G. TYLER

CARLYLE E. MAW  
L. R. BRESLIN, JR.  
GEORGE B. TURNER  
JOHN H. MORSE  
HAROLD R. MEDINA, JR.  
CHARLES R. LINTON

4, PLACE DE LA CONCORDE  
75008 PARIS, FRANCE  
TELEPHONE: 265-81-54  
TELEX: 290530

33 THROGMORTON STREET  
LONDON, EC2N 2BR, ENGLAND  
TELEPHONE 01-606-1421  
TELEX: 8814901

CABLE ADDRESSES  
CRAVATH, N.Y.  
CRAVATH, PARIS  
CRAVATH, LONDON E.C.2

*Mrs. Lee -  
this one is  
10121-D according  
to our notes.*

June 8, 1979

American Rail Box Car Company  
Lease Financing Dated as of February 1, 1979  
9-5/8% Conditional Sale Indebtedness Due 1997

Dear Mr. Homme:

Pursuant to 49 U.S.C. § 11303(a) and the Commission's rules and regulations thereunder, I enclose herewith on behalf of American Rail Box Car Company, for filing and recordation as an amendment to the filings under recordation number 10121, counterparts of the following document:

Amendment Agreement dated as of June 1, 1979, among First National Bank and Trust Company of Evanston, as trustee, Pullman Incorporated (Pullman Standard Division), ACF Industries, Incorporated, Mercantile-Safe Deposit and Trust Company, as agent and American Rail Box Car Company.

FEE OPERATION BRJ  
I.C.C.

JUN 8 1 25 PM '79

RECEIVED

*10121-D*

The names and addresses of the relevant parties to the aforementioned Amendment Agreement are as follows:

(1) Assignee-Agent:

Mercantile-Safe Deposit and Trust Company  
P. O. Box 2258  
Baltimore, Maryland 21201

(2) Trustee-Owner-Trustee-Lessor:

First National Bank and Trust Company  
of Evanston  
800 Davis Street  
Evanston, Illinois 60204

(3) Builders-Vendors:

ACF Industries, Incorporated  
750 Third Avenue  
New York, N.Y. 10017

Pullman Incorporated  
(Pullman Standard Division)  
200 South Michigan Avenue  
Chicago, Illinois 60604

(4) Lessee:

American Rail Box Car Company  
300 South Wacker Drive  
Chicago, Illinois 60606

Please file and record the document referred to in this letter.

The equipment covered by the aforementioned Amendment Agreement and the documents filed under recordation number 10121 consist of the following:

To be included:

100 Pullman 50'6", 70-ton capacity general service boxcars, AAR Mechanical Designation XM, bearing identifying numbers RBOX 33468 through RBOX 33567, inclusive.

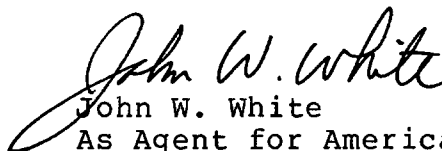
To be excluded:

100 ACF 50'6", 70-ton capacity general service boxcars, AAR Mechanical Designation XM, bearing identifying numbers RBOX 33600 through RBOX 33699.

There is also enclosed a check for \$10 payable to the Interstate Commerce Commission, representing the fee for recording the Amendment Agreement.

Please stamp all counterparts of the enclosed document with your official recording stamp. You will wish to retain one copy of the instruments for your files. It is requested that the remaining counterparts be delivered to the bearer of this letter.

Very truly yours,



John W. White  
As Agent for American Rail Box  
Car Company

H. G. Homme, Esq., Secretary,  
Interstate Commerce Commission,  
Washington, D. C. 20423

Encls.

**Interstate Commerce Commission**  
**Washington, D.C. 20423**

**6/8/79**

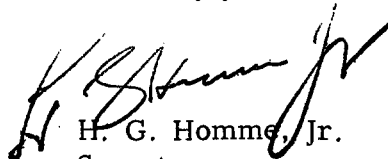
**OFFICE OF THE SECRETARY**

**John W. White**  
**Cravath, Swaine & Moore**  
**One Chase Manhattan Plaza**  
**New York, N.Y. 10005**

**Dear Sir:**

The enclosed document(s) was recorded pursuant to the provisions of Section 11303 of the Interstate Commerce Act, 49 U.S.C. 11303, on **6/8/79** at **1:30pm**, and assigned recordation number(s). **10121-D**

Sincerely yours,

  
**H. G. Homme, Jr.**  
**Secretary**

**Enclosure(s)**

**SE-30**  
**(3/79)**

RECORDATION NO. 0121-2 Filed 1425  
JUN 8 1979 - 1 30 PM  
INTERSTATE COMMERCE COMMISSION  
INTERSTATE COMMERCE COMMISSION

AMENDMENT AGREEMENT dated as of June 1, 1979, among the FIRST NATIONAL BANK AND TRUST COMPANY OF EVANSTON, acting as Trustee (the "Owner-Trustee") under a Restated Trust Agreement dated as of December 27, 1978, with Crocker National Bank, Bank of Hawaii, The Bank of New York and California First Bank (collectively called the "Owners"), PULLMAN INCORPORATED (Pullman Standard Division) and ACF INDUSTRIES, INCORPORATED (individually called "Pullman" and "ACF", respectively, and collectively called the "Builders"), MERCANTILE-SAFE DEPOSIT AND TRUST COMPANY (the "Agent") acting as Agent for The Prudential Insurance Company of America (the "Investor") and AMERICAN RAIL BOX CAR COMPANY (the "Lessee").

WHEREAS the Owner-Trustee and the Builders, FMC Corporation and PACCAR Inc have entered into a Conditional Sale Agreement dated as of February 1, 1979 (the "CSA");

WHEREAS the Builders, FMC Corporation and PACCAR Inc and the Agent have entered into an Agreement and Assignment dated as of February 1, 1979 (the "CSA Assignment");

WHEREAS the CSA and the CSA Assignment were filed

with the Interstate Commerce Commission pursuant to 49 U.S.C. § 11303 on February 16, 1979, and were assigned recordation numbers 10121 and 10121-A, respectively;

WHEREAS the Owner-Trustee and the Lessee have entered into a Lease of Railroad Equipment dated as of February 1, 1979 (the "Lease");

WHEREAS the Owner-Trustee and the Agent have entered into an Assignment of Lease and Agreement dated as of February 1, 1979 (the "Lease Assignment");

WHEREAS the Lease and the Lease Assignment were filed with the Interstate Commerce Commission pursuant to 49 U.S.C. § 11303 on February 16, 1979, and were assigned recordation numbers 10121-B and 10121-C, respectively;

WHEREAS the parties hereto desire to exclude from the CSA and the Lease certain railroad equipment which has not been delivered and accepted by the Owner-Trustee under the CSA or the Lessee under the Lease, and to substitute certain other new railroad equipment therefor;

WHEREAS each Owner has authorized and instructed the Owner-Trustee to execute this Amendment as evidenced by its instruction attached hereto; and

WHEREAS the Investor has authorized and instructed the Agent to execute this Amendment as evidenced by its instruction attached hereto.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the parties hereto hereby agree as follows:

1. The CSA and the Lease are hereby amended to exclude from Annex B to the CSA and Schedule A to the Lease 100 ACF 50'6", 70-ton capacity general service boxcars, AAR Mechanical Designation: XM, Builder's specifications B-3078-A, numbered RBOX 33600 through RBOX 33699, inclusive, and, in lieu thereof, to add to Annex B to the CSA and Schedule A to the Lease 100 Pullman 50'6", 70-ton capacity general service boxcars with 10' doors, AAR Mechanical Designation: XM, Builder's specification: B-3078-P, estimated unit base price \$34,170, numbered RBOX 33468 through RBOX 33567, inclusive, for delivery during June 1979.

2. The CSA Assignment and the Lease Assignment are hereby amended to permit the aforesaid amendment to the CSA and the Lease as though originally set forth therein.

3. The Lessee will promptly cause this Amendment Agreement to be filed in accordance with the provisions of § 15 of the Lease.

4. Except as amended hereby, the CSA, the Lease, the CSA Assignment and the Lease Assignment shall remain unaltered and in full force and effect.

5. The terms of this Amendment Agreement and all rights and obligations hereunder shall be governed by and

construed in accordance with the laws of the State of Illinois; provided, however, that the parties shall be entitled to all rights conferred by 49 U.S.C. § 11303.

6. This Amendment Agreement may be executed in any number of counterparts, and such counterparts together shall constitute a single instrument. It shall not be necessary that any counterpart be signed by all the parties if each party shall sign at least one counterpart.

IN WITNESS WHEREOF, the parties hereto have caused their names to be signed hereto by their respective officers thereunto duly authorized, and their respective corporate seals, duly attested, to be hereunto affixed as of the day and year first above written.

FIRST NATIONAL BANK AND TRUST  
COMPANY OF EVANSTON, not in its  
individual capacity, but solely  
as Owner-Trustee,

by

Charles N. Hoodno  
Vice President and Trust  
Officer

[Corporate Seal]

Attest:

Andrew J. Zurek  
Assistant Vice President  
and Trust Officer



AMERICAN RAIL BOX CAR COMPANY,

by

\_\_\_\_\_  
Treasurer

[Corporate Seal]

Attest:

\_\_\_\_\_  
Assistant Secretary

PULLMAN INCORPORATED (Pullman  
Standard Division),

by

\_\_\_\_\_  
Vice President

[Corporate Seal]

Attest:

\_\_\_\_\_  
Assistant Secretary

ACF INDUSTRIES, INCORPORATED,

by

\_\_\_\_\_  
Executive Vice President

[Corporate Seal]

Attest:

\_\_\_\_\_  
Assistant Secretary

MERCANTILE-SAFE DEPOSIT AND  
TRUST COMPANY, not in its  
individual capacity, but  
solely as Agent,

by

Assistant Vice President

[Corporate Seal]

Attest:

Corporate Trust Officer

STATE OF ILLINOIS,)

SS.:

)

On this 4th day of June 1979, before me personally appeared **CHARLES N. GOODNOW**, to me personally known, who being by me duly sworn, says that he is a

**VICE PRESIDENT**

of FIRST NATIONAL BANK AND TRUST COMPANY OF

EVANSTON, that one of the seals affixed to the foregoing instrument is the corporate seal of said Bank and that said instrument was signed and sealed on behalf of said Bank as Owner-Trustee by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free and clear deed of said Bank.

Notary Public

[Notarial Seal]

My Commission Expires 12/3/81

STATE OF ILLINOIS,)

) SS.:

)

On this            day of June 1979, before me personally appeared           , to me personally known, who being by me duly sworn, says that he is a

of PULLMAN INCORPORATED (Pullman Standard

Division), that one of the seals affixed to the foregoing instrument is the corporate seal of said Corporation and that said instrument was signed and sealed on behalf of said Corporation by authority of its Board of Directors and he acknowledged that the execution of the foregoing instrument was the free act and deed of said Corporation.

Notary Public

[Notarial Seal]

My Commission Expires

STATE OF NEW YORK, )  
 ) ss.:  
COUNTY OF NEW YORK,)

On this            day of June 1979, before me personally appeared           , to me personally known, who being by me duly sworn, says that he is Executive of ACF INDUSTRIES, INCORPORATED, that one of the seals affixed to the foregoing instrument is the corporate seal of said Corporation and that said instrument was signed and sealed on behalf of said Corporation by authority of its Board of Directors and he acknowledged that the execution of the foregoing instrument was the free act and deed of said Corporation.

---

Notary Public

[Notarial Seal]

My Commission Expires

STATE OF MARYLAND, )  
 ) ss.:  
CITY OF BALTIMORE,)

On this            day of June 1979, before me personally appeared           , who being by me duly sworn, says that he is an            of MERCANTILE-SAFE DEPOSIT AND TRUST COMPANY, that one of the seals affixed to the foregoing instrument is the seal of said Corporation, that said instrument was signed and sealed on behalf of said Corporation by authority of its By-laws, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said Corporation.

---

Notary Public

[Notarial Seal]

My Commission Expires

INSTRUCTION OF INVESTOR TO AGENT

Mercantile-Safe Deposit and Trust Company  
P. O. Box 2258  
Baltimore, Maryland 21201

Attention of Corporate Trust Department

Dear Sirs:

Reference is made to a Participation Agreement dated as of February 1, 1979, between the undersigned, certain other parties and you, as Agent (the "Participation Agreement"). We instruct you to enter into an Amendment Agreement dated as of June 1, 1979, amending the CSA, the Lease, the CSA Assignment and the Lease Assignment (as each is defined in the Participation Agreement) in the form to which this instruction is attached.

Very truly yours,

THE PRUDENTIAL INSURANCE COMPANY  
OF AMERICA,

by \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

INSTRUCTION OF OWNERS TO OWNER-TRUSTEE

First National Bank and Trust Company of Evanston  
800 Davis Street  
Evanston, Illinois 60204

Attention of Corporate Trust Department

Dear Sirs:

Reference is made to a Restated Trust Agreement dated as of December 27, 1978, between the undersigned and you, as Trustee (the "Trust Agreement"). We instruct you to enter into an Amendment Agreement dated as of June 1, 1979, amending the CSA, the Lease and the Lease Assignment (as each is defined in the Trust Agreement) in the form to which this instruction is attached.

Very truly yours,

CROCKER NATIONAL BANK,

by

\_\_\_\_\_  
Title:

\_\_\_\_\_  
Date:

[Corporate Seal]

Attest:

\_\_\_\_\_

BANK OF HAWAII,

by \_\_\_\_\_

Title: \_\_\_\_\_

by \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

[Corporate Seal]

Attest:

\_\_\_\_\_

THE BANK OF NEW YORK,

by \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

[Corporate Seal]

Attest:

\_\_\_\_\_

CALIFORNIA FIRST BANK,

by \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

[Corporate Seal]

Attest

\_\_\_\_\_